UNITED STATES DISTRICT COURT
FOR THE
DISTRICT OF VERMONT

ROBERT HARRIS,
Plaintiff,

Docket No.

V.

PEERLESS INSURANCE COMPANY,
Defendant.

COMPLAINT AND JURY TRIAL DEMAND

PARTIES

1. Plaintiff, Robert Harris, is over 18 years old and a resident of Chittenden County, Vermont

2. Defendant Peerless Insurance Company is a corporation doing business in the State of Vermont and is domiciled in the State of New Hampshire.

JURISDICTION AND VENUE

3. The amount in controversy exceeds $75,000, exclusive of interest and costs.

4. This Court has diversity jurisdiction pursuant to 28 U.S.C. § 1332(a).

5. Venue is proper pursuant to 28 U.S.C. § 1391(a)(2), since the events giving rise to Plaintiff's claim occurred in the District of Vermont.

CAUSE OF ACTION

UNDERINSURED MOTORIST COVERAGE

6. On February 1, 2007, Plaintiff was operating his motor vehicle on Riverside Avenue, in Burlington, Vermont.

7. An on-coming vehicle operated by Ernest Bushey struck the rear end of Plaintiff's vehicle.

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8. This collision caused Plaintiff to suffer serious physical injuries.

9. The accident was caused exclusively by the negligence of Ernest Bushey who failed to stop his vehicle before it hit Plaintiff's vehicle in violation of Vermont law.

10. As a consequence of the automobile accident, Plaintiff has suffered permanent impairment of his physical function and has incurred medical bills in excess of $38,000, which he claims as special damages.

11. Plaintiff's physical injuries have interfered with his ability to work, resulting in lost income, both past and future, which he claims as special damages.

12. Defendant Peerless Insurance Company provided underinsured automobile insurance to Plaintiff through an automobile insurance policy Defendant Peerless Insurance Company sold to Plaintiff.

13. By letter dated March 4, 2010, Defendant Peerless Insurance Company granted permission to Plaintiff to settle with Ernest Bushey's insurance company for the limits of his policy, i.e., $25,000, in anticipation of filing an underinsured motorist claim under Plaintiff's automobile insurance policy.

14. Since Plaintiff's damages exceed the amount tendered by Ernest Bushey's insurance carrier, Ernest Bushey is an underinsured motorist as defined by Vermont law and the Peerless Insurance Company policy purchased by Plaintiff.

15. Defendant Peerless Insurance Company therefore has a contractual obligation to compensate Plaintiff Robert Harris for pain and suffering, both temporary and permanent, loss of enjoyment of life, permanent impairment of physical function, his reduced earning capacity, and past and future medical expenses.

WHEREFORE, Plaintiff seeks compensation under the insurance contract with Defendant Peerless Insurance Company for any and all damages he incurred as a result of the February 1, 2007 motor vehicle accident, including but not limited to, medical bills, lost wages, pain and suffering, loss of enjoyment of life, his reduced earning capacity, and bodily injuries both temporary and permanent, and any other relief that the Court finds just.

Plaintiff hereby demands a trial by jury.

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DATED January 24, 2011 at Burlington, in the County of Chittenden, Vermont.

Respectfully submitted,

Brooks McArthur
Counsel for Robert Harris

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